

## **General Terms and Conditions DELTA Safety Training:**

### **1. General:**

In these general terms and conditions, the following terms shall mean:

- 1.1: DELTA Safety Training: the private company with limited liability, located in Rotterdam.
- 1.2: Client: any other party, natural person or legal entity, who negotiates with DELTA Safety with regard to the issuance of an assignment or who has issued an assignment to DELTA Safety Training.
- 1.3: Assignment: the agreement between DELTA Safety Training and a client, including agreements which entail the provision of a course, the production and supply of instructional materials in whatever form and/or the performance of other services, such as the provision of advice, secondment and examination services, all in the broadest sense.
- 1.4: Course: a training event, training course, additional training, extra training, study day, full-day event or information day, workshop or any other kind of training programme, provided by DELTA Safety Training as part of an assignment.
- 1.5: Participant: a natural person registering with DELTA Safety Training or who is registered by a client for the purpose of attending a course, test or examination.
- 1.6: Instructional material: course, teaching or instruction materials, documentation, lecture notes, syllabi, certificates of attendance, diplomas or any other material, in whatever form, supplied for the performance of a course or assignment.
- 1.7: Consumer: any other party, natural person, not acting in the course of a profession or business.

### **2. Applicability:**

- 2.1: These conditions shall apply to all legal relationships between DELTA Safety Training and the clients/participants, including all agreements, offers and/or quotations by DELTA Safety Training and registrations with regard to courses, examinations and/or tests.
- 2.2: In the event the participant is registered by the client, the client undertakes towards DELTA Safety Training to inform the participant of these conditions for participants and to impose these conditions on the participant for DELTA Safety Training. The client shall indemnify DELTA Safety Training against any claims by the participant, however named, in the event that DELTA Safety Training is not able to invoke the provisions in these conditions with respect to the participant due to breach of the aforementioned conditions by the client.

### **3. Quotations, formation, performance and amendment of the agreement:**

- 3.1: All offers and quotations made by DELTA Safety Training are without obligation.
- 3.2: DELTA Safety Training shall perform the agreement with due care.
- 3.3: In case and in so far as this is required according to DELTA Safety Training for the purpose of a good (and/or temporary) performance of the agreement, DELTA Safety Training has the right to appoint persons, including third parties, to perform certain activities.

- 3.4: The client shall ensure that all data that is indicated by DELTA Safety Training to be required or of which the client should reasonably understand it to be required for the performance of the agreement (including the registration of participants with full names, dates of birth and places of birth), is provided to DELTA Safety Training in good time. In the event that the required data for the performance of the agreement is not provided to DELTA Safety Training in good time, DELTA Safety Training is entitled to suspend the agreement and/or to charge the client the costs arising from the delay in conformity with the rates agreed with the client, or in the absence thereof the usual rates according to DELTA Safety Training.
- 3.5: DELTA Safety Training is not liable for damages, of whatever nature, arising because DELTA Safety Training has taken the incorrect and/or incomplete data that was provided by the client as a starting point, unless the incorrectness or incompleteness was known or should have been known to DELTA Safety Training.
- 3.6: In the event that parties have agreed that the agreement shall be performed in stages, DELTA Safety Training may suspend the performance of those parts that go with a next stage, until the client has approved the results of the stage preceding that stage in writing.
- 3.7: In case a time limit for completion of certain activities has been agreed in the assignment, this time limit is not a final deadline, unless explicitly agreed otherwise. DELTA Safety Training shall only be in default after it has been declared to be in default in writing upon expiry of aforementioned time limit and it has been given a reasonable term for compliance that has expired unused.
- 3.8: In the event that it appears to be necessary in the performance of the assignment to change or complement the activities to be performed for the purpose of proper performance, parties shall modify the agreement accordingly in good time and by agreement, by which they shall make detailed arrangements with regard to the consequences of these modifications for price, quality and date of performance of activities. DELTA Safety Training shall inform the client of such consequences as soon as possible. Modifications to the original assignment shall only be binding to DELTA Safety Training after they have been confirmed in writing or have actually been performed by DELTA Safety Training.

#### **4. Rates and prices:**

- 4.1: DELTA Safety Training is at all times entitled to change the agreed rates and/or prices. In case the client of DELTA Safety Training is a consumer, the client has the right to cancel the agreement if the price is increased within three months after the agreement has been concluded. The client is entitled to terminate the agreement with immediate effect if the price increase is more than 10%.
- 4.2: All prices are exclusive of VAT, unless explicitly stated otherwise. DELTA Safety Training is entitled to pass on any VAT changes to the other party.

#### **5. Payment:**

- 5.1: Unless agreed to otherwise in writing (in the confirmation of the assignment), invoices of DELTA Safety Training must be paid no later than 5 days prior to the course or examination, without reduction or set-off.
- 5.2: In case of non-payment or no payment in full, the client is in default without a notice of default being required. Without prejudice to its other obligations towards DELTA Safety Training, the client owes DELTA Safety Training interest on the still outstanding amounts, calculated from the due date on the invoice until the date on which payment is made in full, at the statutory interest rate applicable at the time, plus 3%.

- 5.3: In the event of liquidation, bankruptcy or a moratorium by the client or if the debt management scheme is declared applicable with regard to the client, the liabilities of the client shall be due and payable immediately.
- 5.4: Payments made by the client will first be applied to settle all interest and costs payable and subsequently to settle those invoice amounts that have been outstanding for the longest period of time, even when the client states that the payment relates to a later invoice.
- 5.5: In case of non-payment or overdue payment, all legal and execution costs, as well as administrative costs and judicial collection costs, which also include costs for drawing up and sending demands, making settlement proposals and making inquiries, are payable by the client. The extrajudicial collection costs shall amount to at least 10% of the invoice amount, inclusive of VAT, with a minimum cost of €150,00.
- 5.6: All products delivered, such as instructional materials, remain the property of DELTA Safety Training until the moment the full payment of what the other party owes DELTA Safety Training with regard to this delivery has been received, including any interests and costs.
- 5.7: Obtained certificates and diplomas shall only be issued after full payment of the invoice has been received, including any interests and costs.

**6. Accuracy of the information stated:**

- 6.1: All representations and/or statements regarding the services and products, such as (but not limited to) the duration of the course, the scope and technical design of the instructional material and other works/aspects in relation to the services provided by DELTA Safety Training, will be made to the best of DELTA Safety Training's knowledge. Slight deviations in these representations do not constitute grounds for termination. This also applies to deviations/changes to the content of certain training courses and/or the validity of certificates issued or to be issued, if/in the event that DELTA Safety Training could not have reasonably known of the deviations concerned at the time when DELTA Safety Training provided the information to (a) (potential) client(s).
- 6.2: Minor errors in the instructional material or other works produced by DELTA Safety Training, including typographical errors that have no consequences for the editorial content, cannot constitute grounds for termination. Such errors shall never constitute grounds for compensation.

**7. Admission to lessons:**

- 7.1: At its own discretion and in accordance with its own admission requirements with regard to the course concerned, DELTA Safety Training reserves the right not to admit participants to a course. DELTA Safety Training shall forward these admission requirements to the client together with the quotation, if possible, and in any case make them known to the client well before commencement of the course concerned. In the event a participant is refused admission (by DELTA Safety Training) to a course, DELTA Safety Training shall, in case the client was aware of the admission requirements in advance, charge the client the course fees of this – not attended – course in full, as it will not be possible for DELTA Safety Training to find another participant to take the place of the intended participant at short notice. As far as DELTA Safety Training is concerned, admission to a course does not guarantee the participant in question successful completion of the course or completion of the course with a certificate.
- 7.2: DELTA Safety Training has the right to exclude participants from further participation in the course when their behaviour or other factors caused by them hinder the normal progress of the course. Exclusion does not affect the obligation to pay the course fee in full.

- 7.3: Participants must strictly observe the specified dates and times of the lessons. DELTA Safety Training is not obliged to repeat lessons, fully or in part, for participants who were prevented from attending the lessons. The course fee, including the fee for ‘missed’ parts of the course, remains due by the participant to DELTA Safety Training.

#### **8. Force majeure:**

- 8.1: The term ‘force majeure’ is taken to mean: circumstances that prevent performance of the obligation that DELTA Safety Training cannot be blamed for. This includes (if and in so far as these circumstances make it impossible or unreasonably difficult to fulfil the obligation): strikes in other companies than DELTA Safety Training, wildcat strikes and/or political strikes at DELTA Safety Training, a general lack of necessary materials and other goods and services that are necessary to accomplish the agreed performance, unforeseeable stagnation at suppliers and other third parties that DELTA Safety Training depends on and general transport problems.
- 8.2: DELTA Safety Training is also entitled to invoke force majeure in case the circumstance that prevents (further) performance of the agreement with the client(s) occurs after the date DELTA Safety Training should have fulfilled its obligation.
- 8.3: In case the period of time in which performance of the obligations by DELTA Safety Training as a result of force majeure is longer than 30 (thirty) days, both parties are entitled to terminate, either partially or fully, the agreement, without there being any obligation in that case to pay compensation.
- 8.4: In case DELTA Safety Training already fulfilled its obligations in part prior to the force majeure, or is only able to fulfil its obligations partially, DELTA Safety Training is entitled to invoice the already delivered part of its obligation or the part that is ‘available for delivery’ as if it were a separate contract.

#### **9. Liability:**

- 9.1: The liability for DELTA Safety Training with regard to personal injury is limited to the amount of the payment made by the insurance, in so far as this liability is covered by the insurance of DELTA Safety Training, increased with the amount of the excess borne by DELTA Safety Training. In case the insurance does not provide cover or does not pay out, the liability of DELTA Safety Training is limited to the amount of the invoice that DELTA Safety Training has drawn up for the client in question in respect of the activities in the course of which the incident occurred.
- 9.2: Notwithstanding the provisions of 9.1), DELTA Safety Training shall not be liable for any other damages, however named, including damage arising during or as a result of the use of the instructional material produced by DELTA Safety Training and/or damage arising when attending lessons.
- 9.3: The restrictions and exclusions in 9.1 and 9.2 do not apply in the event that the damage is the result of intent or wilful recklessness (employees) on the part of DELTA Safety Training.
- 9.4: DELTA Safety Training is not liable for indirect and/or consequential damage when a participant who has taken one of our training programmes or courses is not certified or not adequately certified, as a result of which activities were delayed or cancelled.

#### **10. Insufficient number of applicants; Cancellation:**

- 10.1: In the event of an insufficient number of applicants (at the discretion of DELTA Safety Training) for a course, DELTA Safety Training has the right to move the course to another date or to cancel the course, without being obliged to pay compensation for loss and/or reimbursement for expenses. DELTA Safety Training shall inform the participant(s) and/or client(s) not later than one calendar week before the original start date of the course of the move or cancellation of the course.  
Course fees already paid will only be refunded in the event of cancellation.

DELTA Safety Training provides two types of bookings, 'Flex-price' bookings and 'Fixed-price' bookings.

- 10.2: In the event of a 'Flex-price' booking, the client can only once change the date with regard to his/her participation in a course free of charge. This shall be done in writing (and by email) 5 working days prior to the course commencement date at the latest. In case of a second change for the same course-participant combination, 50% of the course fee will be invoiced to the client.  
Cancelling a 'Flex-price' booking is possible free of charge until 10 working days prior to the course commencement date. In case of a cancellation by the client within 10 working days prior to the course commencement date the client is obliged to pay the full course fee, unless agreed otherwise in writing between DELTA safety Training and the client.
- 10.3: In the event of a 'Fix-Price' booking, cancellation and/or date change by the client is not possible and the client is obliged to pay the full course fee.
- 10.4: In case of a 'Group Training' / 'In Company Training' under 'Flex-Price' conditions, the deviating conditions 10.4a, 10.4b, 10.4c and 10.4d will apply:
- a) A group training can be cancelled or the course date can be moved by the client free of charge until 10 working days prior to the course commencement date.
  - b) In case the client cancels the course or changes the course date of a 'Group Training' within 9-5 days prior to the course commencement date, 50% of the total course fee will be charged to the client.
  - c) In case cancellation of a 'Group Training' or a date change by the client occurs within 5 days prior to the course commencement date, 75% of the total course fee will be charged to the client.
  - d) In the event cancellation of one or more participants of a 'Group Training' occurs, DELTA Safety Training will propose a solution per situation at its own discretion. Hereby, a decrease in the number of participants will result in a higher course fee per participant.

#### **11. Confidentiality:**

- 11.1: Both parties are obliged to preserve the confidentiality of all confidential information they have received from each other or from a different source in the context of their agreement. Information is considered to be confidential when this has been communicated by the other party or when this arises from the nature of the information.

#### **12. Intellectual property:**

- 12.1: Notwithstanding the provisions of Article 11 (confidentiality) of these conditions, DELTA Safety Training reserves the rights and powers, which it is entitled to under the Dutch Copyright Act (*Auteurswet*).
- 12.2: All documents provided by DELTA Safety Training, such as instructional material, presentations, advice, reports, drafts, designs, software, data carriers, etc., are exclusively intended to be used by the client in the context of the agreement and shall not be reproduced, issued to third parties and/or made public in any other way without prior consent from DELTA Safety Training.



- 12.3: DELTA Safety Training also reserves the right to use the knowledge that has increased as a result of the performance of its activities for other purposes than for the performance of the agreement, in so far as no confidential information is made known to third parties.

**13. Dispute resolution:**

- 13.1: The District Court of Rotterdam has exclusive jurisdiction to hear all disputes, which might arise between DELTA Safety Training and the client or participant. DELTA Safety Training, however, continues to be competent to summon the client or participant, to appear before the competent court in the place of residence of the client or participant.

**14. Applicable law:**

- 14.1: Each agreement between DELTA Safety Training and the client is subject to Dutch law.